

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Statistics and Research

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco

P.O. Box 420603

CA 94142-0603



**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

**PREVAILING WAGE DETERMINATION FOR THE CRAFT OF
#CARPET, LINOLEUM, RESILIENT TILE LAYER AND MATERIAL HANDLER SHIFT RATES**

The following prevailing wage shift rates for the above referenced craft/classification were inadvertently omitted from the 2008-2 general determinations. These prevailing wage rates apply to projects advertised for bids on or after September 1, 2008.

Issue Date: August 22, 2008

Expiration date of determination: Carpet, Linoleum, Resilient Tile Layer 2nd Shift - December 31, 2008**

Material Handler 1st 6 Months 2nd Shift - September 30, 2008*

Material Handler after 6 Months 2nd Shift - April 30, 2009**

Locality: All localities within Los Angeles, Orange, Riverside, San Bernardino, Ventura, Santa Barbara, and San Luis Obispo Counties.

Craft	Basic Hourly Rate ^a	Health and Welfare	Employer Payments				Straight-Time		Overtime Hourly Rate		
			Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily	Saturday	Sunday/ Holiday
Carpet, Linoleum, Resilient Tile Layer 2nd Shift	\$35.82	\$5.18	\$1.40	\$2.05	\$0.41	\$0.15	8	\$45.01	\$62.92	\$62.92	\$80.83
Material Handler 1st 6 Months 2nd Shift	\$11.10	-	-	\$0.55	-	-	8	\$11.65	\$17.20	\$17.20	\$22.75
Material Handler after 6 Months 2nd Shift	\$11.10	\$5.18	\$0.70	\$0.55	\$0.10	\$0.10	8	\$17.73	\$23.28	\$23.28	\$28.83

* Effective until superseded by new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.

** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for dues check off.

Predetermined Increases

Carpet, Linoleum, Resilient Tile Layer 2nd Shift: Effective 1/1/09 there will be a \$1.20 increase to the Basic Hourly Rate; Effective 5/1/09, there will be a \$0.40 increase to Health & Welfare, \$0.10 increase to Pension, and \$0.05 increase to Training; Effective 1/1/10, there will be a \$1.20 increase to the Basic Hourly Rate.

Material Handler after 6 Months 2nd Shift: Effective 5/1/09, there will be a \$0.40 increase to Health & Welfare and \$0.05 to Pension.

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**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

**PREVAILING WAGE DETERMINATION FOR THE CRAFT OF
#CARPET, LINOLEUM, RESILIENT TILE LAYER SHIFT RATE**

The following prevailing wage shift rate for the above referenced craft was inadvertently omitted from the 2008-2 general determinations. The prevailing wage shift rate applies to projects advertised for bids on or after September 1, 2008.

Issue Date: August 22, 2008

Expiration date of determination: April 30, 2009** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

Locality: All localities within Inyo, Kern, and Mono Counties.

Craft	Basic Hourly Rate ^a	Health and Welfare	Employer Payments				Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
			Pension	Vacation and Holiday	Training	Other			Daily	Saturday	Sunday/ Holiday
Carpet, Linoleum, Resilient Tile Layer 2nd Shift	\$24.32	\$5.18	\$1.30	\$1.50	\$0.41	\$0.15	8	\$32.86	\$45.02	\$45.02	\$57.18

[#] Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for dues check off.

Predetermined Increase: Effective on 5/1/09, there will be a \$0.40 increase to the Health & Welfare and \$0.05 to Training.

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HOLIDAY PROVISIONS

FOR

CARPET, LINOLEUM, RESILIENT TILE LAYER (ALL SHIFTS)

IN

**INYO, LOS ANGELES, KERN, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES**

AND

**MATERIAL HANDLER, FIRST 6 MONTHS (ALL SHIFTS)
MATERIAL HANDLER, AFTER 6 MONTHS (ALL SHIFTS)**

IN

**LOS ANGELES, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES**

200-1247-1

MASTER LABOR AGREEMENT
AS AMENDED

Between

FLOOR COVERING ASSOCIATION OF
SOUTHERN CALIFORNIA, INC.

And

PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 36
OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES AFL-CIO-CLC
ON BEHALF OF
RESILIENT FLOOR AND DECORATIVE COVERING
LOCAL UNION NO. 1247

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Section 4. Double Time Overtime. Workers shall be paid double their regular rates for all hours worked between 12:00 midnight and 7:00 a.m. except for Shift Work as defined by this Agreement and when the regular work day starts between the hours of 5:00 a.m. and 7:00a.m. Workers shall be paid double their regular rate for all hours worked on Sunday, regardless of the actual hours worked during the Employer's regular work week. Double time shall also be paid for all work performed in excess of the twelve (12) hours and on the following recognized holidays:

- New Year's Day
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

No work will be permitted on Labor Day without the written approval of the Union Executive Board.

Section 5. When Holidays are Observed. If a recognized holiday falls on Saturday, it will be observed on the preceding Friday. If a recognized holiday falls on a Sunday, it will be observed on the following Monday. The Employer shall not take disciplinary and/or discriminatory action against workers for their refusal to work on a recognized holiday.

Section 6. Non-Contract Wages. If the JLMC determines by appropriate action that a worker has been compensated for work performed under this Agreement other than by the worker's applicable hourly or overtime rate, the worker shall have been paid in violation of this Agreement unless the worker's compensation is higher than the minimum rate established by this Agreement or if the compensation is based on a bonus plan that is not directly related only to yardage, footage, or units of production or job cost savings or as otherwise permitted by this Agreement.

Section 7. Weekly Time Records and Workers' Withholding Exemption Certificates.

- (a) **Time Records.** Every Employer shall furnish all of its workers with a weekly time card or a weekly time ticket. All workers shall record their hours worked on the time card or time ticket provided by the Employer and shall sign the time card or time ticket provided by the Employer and furnish it promptly to the Employer. If workers do not submit a record of their hours worked, the Employer may withhold pay for the work performed until the time record is

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SCOPE OF WORK PROVISIONS

FOR

CARPET, LINOLEUM, RESILIENT TILE LAYER (ALL SHIFTS)

IN

**INYO, LOS ANGELES, KERN, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES**

AND

**MATERIAL HANDLER, FIRST 6 MONTHS (ALL SHIFTS)
MATERIAL HANDLER, AFTER 6 MONTHS (ALL SHIFTS)**

IN

**LOS ANGELES, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES**

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MASTER LABOR AGREEMENT
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TRADES AFL-CIO-CLC
ON BEHALF OF
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LOCAL UNION NO. 1247

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AGREEMENT

This Agreement entered into as of May 1, 2007 (the "Agreement") is by and between the Floor Covering Association of Southern California, Inc. (the "Association"), which is signatory to this Agreement on its own behalf and on behalf of the Employers who authorize the Association to be their sole and exclusive bargaining representative, and Employers who have executed this Agreement or a counterpart of this Agreement (collectively referred to as the "Employers"), and the Painters and Allied Trades District Council No. 36 of the International Union of Painters and Allied Trades AFL-CIO-CLC on behalf of Resilient Floor and Decorative Covering Local Union No. 1247 (the "Union").

ARTICLE II - SCOPE OF AGREEMENT

Section 2. Work Covered by This Agreement. Floor and decorative covering workers' work will include, but not be limited to: (1) measuring, cutting, fabricating, fitting, installing to be cemented, tacked or otherwise applied to its base and/or underlayment(s) wherever it may be, all materials whether used either as a decorative covering, topping or as an acoustical appliance such as carpets of

all types and designs, sheet rubber, sheet linoleum, sheet vinyl, laminate floors and laminate floor systems, cork carpet, rubber tile, linoleum tile, asphalt tile, cork tile, interlocking tile, vinyl tile, vinyl composition tile, composition in sheet or tile form, top set base, and all derivatives of above; artificial turf and derivatives thereof, all resilient seamless materials such as epoxy, polyurethane, plastics and their derivatives whether poured on, sprayed on or troweled on components and systems; installation of solid wood and solid glue down wood; (2) the fitting of all devices for the attachment of the above materials and the fitting of all decorative or protective trim to and adjoining the above materials which shall include the drilling and plugging of holes and attaching of strips, slats, nosing, etc. on any base and/or underlayment(s) where the above materials are to be installed or applied, such as drilling, plugging and slating for installing or fastening of carpet, the installing of all nosings, cap strips, corner beads and edgings of any material and the preparatory work of the craft for all of the aforesaid, which includes but is not limited to, sanding, substrate preparation and the application of all self-leveling, trowelable and board underlayments; (3) the removal of the aforementioned installed material from its base and/or underlayments as required; (4) the cleaning of rugs or carpets and all drapery, make-up and the installation of drapes and window treatments; (5) the application of moisture barrier and/or membrane in connection with the installation and flooring covered in this Agreement.

room. Workers shall be paid a minimum of thirty-five dollars (\$35) per day for meals, in advance, on all out-of-town jobs. Workers on out-of-town jobs shall also be paid Travel Reimbursement as defined in this Agreement to and from the job site at the beginning and end of the job.

Section 8. Pay When Work is Not Performed. When a qualified and competent worker is notified to report for work, reports for work and is not employed, that worker shall be paid one-half day's pay, unless the failure to provide work is due to an Act of God. All workers shall be considered to have been notified to report for work on the following work day unless (a) the Employer notifies the worker prior to 5:30 p.m. of any work day not to report for work on the following work day, (b) the Employer requests the worker to ask the Employer before 5:30 p.m. on a work day if work will be available on the following work day, and the worker does not ask, or (c) the worker fails to provide the Employer with a telephone number where notice to the worker can be given.

Section 9. Pay for Newly Hired Workers.

- (a) **When Work Starts.** When a newly hired worker reports on the first day of employment, pay for that day starts when the worker reports for work at the shop. The worker shall receive at least four (4) hours of work prior to 5:30 p.m. on that day unless the failure to provide work is due to an Act of God. If the worker receives less than four (4) hours of work, the worker shall receive four (4) hours of pay, unless the failure to provide work is due to an Act of God. If the newly hired worker is dispatched directly to a job, pay starts when the worker is dispatched in accordance with regular work day hours.

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

CARPET, LINOLEUM, RESILIENT TILE LAYER (ALL SHIFTS)

IN

**INYO, LOS ANGELES, KERN, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES**

AND

**MATERIAL HANDLER, FIRST 6 MONTHS (ALL SHIFTS)
MATERIAL HANDLER, AFTER 6 MONTHS (ALL SHIFTS)**

IN

**LOS ANGELES, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES**

200-1247-1

MASTER LABOR AGREEMENT
AS AMENDED

Between

FLOOR COVERING ASSOCIATION OF
SOUTHERN CALIFORNIA, INC.

And

PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 36
OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES AFL-CIO-CLC
ON BEHALF OF
RESILIENT FLOOR AND DECORATIVE COVERING
LOCAL UNION NO. 1247

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Section 7. Amount of Expenses and Subsistence. Workers will be reimbursed for reasonable expenses, including rooms that are verified by receipts for normal expenses not covered by the minimum daily allowance. Workers shall not be paid a daily subsistence if room and meals are supplied to the worker, which are acceptable to the worker with not more than two (2) workers per room. Workers shall be paid a minimum of thirty-five dollars (\$35) per day for meals, in advance, on all out-of-town jobs. Workers on out-of-town jobs shall also be paid Travel Reimbursement as defined in this Agreement to and from the job site at the beginning and end of the job.

Section 8. Pay When Work is Not Performed. When a qualified and competent worker is notified to report for work, reports for work and is not employed, that worker shall be paid one-half day's pay, unless the failure to provide work is due to an Act of God. All workers shall be considered to have been notified to report for work on the following work day unless (a) the Employer notifies the worker prior to 5:30 p.m. of any work day not to report for work on the following work day, (b) the Employer requests the worker to ask the Employer before 5:30 p.m. on a work day if work will be available on the following work day, and the worker does not ask, or (c) the worker fails to provide the Employer with a telephone number where notice to the worker can be given.

Section 9. Pay for Newly Hired Workers.

- (a) **When Work Starts.** When a newly hired worker reports on the first day of employment, pay for that day starts when the worker reports for work at the shop. The worker shall receive at least four (4) hours of work prior to 5:30 p.m. on that day unless the failure to provide work is due to an Act of God. If the worker receives less than four (4) hours of work, the worker shall receive four (4) hours of pay, unless the failure to provide work is due to an Act of God. If the newly hired worker is dispatched directly to a job, pay starts when the worker is dispatched in accordance with regular work day hours.

- (b) **No Pay for Worker Who is Not Requested to Work.** Workers who report for work on their own initiative and are not employed shall not receive any pay.

ARTICLE IX -TRAVEL REIMBURSEMENT

Section 1. Travel Reimbursement from Employer's Shop. When a worker is instructed to report to the shop first, the worker shall receive Travel Reimbursement for time spent traveling from the shop to job, job to job and job to shop at a rate equivalent to the worker's basic straight-time hourly wage rate for each hour, or part thereof, so spent. Workers driving their own vehicles shall also receive additional Travel Reimbursement, calculated at the Internal Revenue approved rate per mile driving from shop to the job, from the job to job and from the job to shop. Travel Reimbursement is not pay for hours worked for any purposes whatsoever, including but not limited to pay for hours worked under Appendix A of this Agreement.

Section 2. Travel Reimbursement. When a worker is instructed to report directly to the job from home, Travel Reimbursement shall be paid according to the following schedule, if the job is beyond the thirty mile radius from the Employer's shop:

0-30 Miles	\$0.00 per day
31-40 Miles	15.00 per day
41-60 Miles	35.00 per day
61- 120 Miles	60.00 per day

On jobs over 120 mile radius, Travel Reimbursement shall be paid at the Internal Revenue Service (IRS) approved rate per mile with no free zone.

When an employee is required to travel from shop to job, job to job, or job to shop, this time shall be compensated as hours worked. In addition, if an employee is driving his own vehicle, he shall be compensated for all miles driven from job to job or job to shop at the prevailing IRS approved rate per mile.

Section 3. Limitation on Travel Reimbursement. Workers shall not be required to travel more than twelve (12) hours in a twenty-four (24) hour period.

Section 4. Transportation of Passengers. Employers shall not require a worker to transport passengers in a vehicle owned by a worker.

Section 5. Jobs Outside the County of the Employer's Shop. This section shall apply to new direct hires from the out-of-work list when the Union is notified before dispatching. When an Employer performs work under this Agreement at a job site located in a county other than the county in which an Employer's business establishment is located, such Employer may elect as to those workers working on such job who reside in a county other than the county in which the Employer's business is located, to use the local Building Trades Council office in the job site county as the center point from which to compute Travel Reimbursement, instead of computing Travel Reimbursement for such workers from the Employer's business establishment.

Section 6. When Employer's Business is Outside the Geographical Scope of this Agreement. If an Employer's established place of business is outside the geographical scope of this Agreement and the Employer does work within the geographical scope of this Agreement, Local Union No. 1247's Union Hall will be the Employer's center point for calculating Travel Reimbursement. When the job site is not in Los Angeles County, the Building and Construction Trades Council Office in the job site county shall be the Employer's center point for all Travel Reimbursement.

ARTICLE X - WORKER VEHICLES

Section 1. Furnishing Vehicles. No worker shall be required to furnish a vehicle to store or transport materials or equipment. A worker may voluntarily deliver or pickup sundry items.

Section 2. Lending Vehicles. No worker shall lend, transfer or lease any vehicle to any Employer or other worker. Workers shall not use their own vehicle for hauling materials except for the voluntary delivery or pickup of supplies. No Employer shall lend, transfer or lease any vehicle to any worker employed by another Employer under this Agreement.

Section 3. Sale of Vehicles to Workers. Any sale of a vehicle by an Employer to a worker or former worker from whom the Employer previously had purchased the vehicle shall be evidence of intent to violate this Article.

Section 4. Sales of Vehicles by Workers. A sale of a worker's vehicle to an Employer must be verified by evidence satisfactory to the JLMC.

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Division of Labor Statistics and Research

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ADDRESS REPLY TO:

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SHIFT PROVISIONS

FOR

CARPET, LINOLEUM, RESILIENT TILE LAYER (2nd SHIFT)

IN

**INYO, LOS ANGELES, KERN, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES**

AND

**MATERIAL HANDLER, FIRST 6 MONTHS (2nd SHIFT)
MATERIAL HANDLER, AFTER 6 MONTHS (2nd SHIFT)**

IN

**LOS ANGELES, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES**

Note: The shift provisions provided in the following pages provide guidance on the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift where shift differential pay is in the determinations. Any shift provision restricting the work hours for a particular shift for a type of work will not be enforced on public works. However, if work is performed during hours typically associated with a 2nd or 3rd shift the appropriate shift rate of pay is required. Shift differential pay shall not apply to work during traditional shift hour (swing or grave) if the determination includes a footnote that indicates that the non-shift rate may be paid for a special single shift. Please note the exemptions in California Code of Regulations Section 16200 (a)(3)(F) do not waive the shift differential pay. These regulatory exemptions only apply to overtime pay. Overtime shall be required in accordance with the determination and Labor Code Section 1810 through 1815.

200-1247-1

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Section 10. Shift Work. Shift Work is subject to the following conditions:

- (a) **Shift Work Premium.** Shift work premium will be paid on projects in hotels and hospitals that have Maintenance Agreements, Project Labor Agreements or where any other Union-only type agreements are in effect. On these projects, any hours worked beyond 8 p.m. shall be paid in accordance with the overtime provisions in this Agreement.
- (b) **Shift Work Schedules.** Shift Work is a shift that starts at any time from 3:00 p.m. to 11:00 p.m., Monday through Friday. The day on which the shift starts determines the day of the week of the shift (i.e., a shift starting at 11:00 p.m. on Friday is a Friday shift).
- (c) **Union Notice.** Employers must notify the Union of Shift Work either electronically or by telephone by 5:00 p.m. on the last regular work day before the start of a shift operation. The Employer must notify the Union of the job location and the names of the workers on the job. The Employer will be given a Shift Work number by the Union. In the alternative, the Employer must give workers written notice by the last work day before the start of Shift Work and mail, email or fax a copy of the notice(s) to the Union. When Shift Work is discontinued, the Employer must notify the Union either electronically, by telephone or fax by 5:00 p.m. on the first regular work day after the Shift Work stops.
- (d) **Worker Refusal.** Workers shall have the right to refuse Shift Work. The Employer shall not take disciplinary or discriminatory action against workers for their refusal to perform Shift Work.
- (e) **Overtime on Shift Work.** Workers working on Shift Work shall not work more than eight (8) consecutive hours, exclusive of a meal period, unless they are paid the appropriate overtime premium.
- (f) **Shift Work Premium.** Workers on Shift Work and on all work performed after 4 p.m. shall receive the hourly rate for their classification plus a shift bonus premium of twenty percent (20%) of that rate. Appropriate overtime and holiday premiums shall also be computed based upon the total shift rate including the twenty percent (20%) shift premium.

- (g) The Union shall have the authority to adjust any of the provisions of this Section 10 when extraordinary conditions exist.